

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON**

THE INLANDBOATMEN’S UNION OF THE
PACIFIC,

Plaintiff,

v.

FOSS MARITIME COMPANY,

Defendant.

NO.

COMPLAINT

I. NATURE OF ACTION

1.1 This action is filed by the Inlandboatmen’s Union Of The Pacific (“IBU” or “Union”) under Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a), for enforcement of a contract between the IBU and FOSS Maritime Company (“FOSS” or “Employer”).

II. JURISDICTION AND VENUE

2.1 Jurisdiction of this matter is in this Court pursuant to Section 301 of the Labor Management Relations Act, 29 U.S.C. § 185(a) and 28 U.S.C. §§ 1331 and 1337.

2.2 Venue is proper in this District by virtue of 28 U.S.C. § 1391(b) as the Defendant and Plaintiff both reside in this judicial district.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

III. PARTIES

3.1 Plaintiff IBU is a labor organization, as that term is defined under the Labor Management Relations Act, 29 U.S.C. § 152(5), headquartered in this judicial district;

3.2 Defendant FOSS is a Washington corporation with its headquarters and principal place of business in this judicial district, and for all relevant time periods was an employer as that term is defined under the Labor Management Relations Act, 29 U.S.C. § 152(2).

IV. FACTUAL ALLEGATIONS

4.1 On July 11, 2011, Hawaiian Tug & Barge and the IBU entered into a collective bargaining agreement. At some time after the execution of the collective bargaining agreement, FOSS informed the IBU that Hawaiian Tug & Barge had transitioned to FOSS effective January 1, 2014, and that Hawaiian Tug & Barge was now FOSS. On June 30, 2014, FOSS and the IBU agreed that the collective bargaining agreement executed on July 11, 2011, would be extended indefinitely, subject to 24 hours written electronic notice of cancellation by either party.

4.2 Under the terms of the collective bargaining agreement, the parties agreed that “[i]n all disputes arising out of the interpretation or the application of this Agreement, the procedure set forth below for settlement of such disputes shall be followed...[setting forth grievance and arbitration procedure].” The parties also agreed that if the Employer failed to respond within the timeframes set forth in the grievance procedure, “the grievance shall be considered resolved in the employee/Union’s favor and the remedy sought by the grievant will be granted.”

4.3 On July 3, 2014, the IBU filed a grievance on behalf of bargaining unit member Leonard K. Kapea, Jr., who had been discharged from his employment by FOSS on June 20, 2014. The grievance claimed the Employer had discharged Mr. Kapea in violation of the collective bargaining agreement and requested that Mr. Kapea “be made whole.”

4.4 The Employer denied the grievance on July 7, 2014.

1 WHEREFORE, Plaintiff Union respectfully prays for judgment against Defendant as
2 follows:

3 1. For an order directing Defendant to reinstate Mr. Kapea and make him whole for
4 his losses; and

5 2. For such other and further relief as the Court deems proper.

6 **DATED** this 11th day of September, 2014.

7 

8
9 Carson Flora, WSBA #37608
10 Schwerin Campbell Barnard
11 Iglitzin & Lavitt LLP
12 18 West Mercer Street, Suite 400
13 Seattle, WA 98119-3971
14 (206) 285-2828 (phone)
15 (206) 378-4132 (fax)
16 Flora@Workerlaw.com
17
18
19
20
21
22
23
24
25
26